

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

BGR Government Affairs, LLC

2. Registration Number

5430

3. Primary Address of Registrant

601 13th Street NW
11th Floor South
Washington, D.C. 20005

4. Name of Foreign Principal

Aviora Consult EAD (On behalf of Delyan Peevski)

5. Address of Foreign Principal

Sofia 1000
29 Hristo Belchev Street, entr. A, 4th fl

6. Country/Region Represented

Bulgaria

7. Indicate whether the foreign principal is one of the following:

☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☒ Individual-State nationality Bulgaria

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

N/A

b) Name and title of official with whom registrant engages

N/A

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
N/A
- b) Aim, mission or objective of foreign political party
N/A

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.
The Foreign Principal is a law firm in Bulgaria and its client is a member of the Bulgarian Parliament.
- b) Is this foreign principal:
- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).





The Foreign Principal is a law firm that has engaged the Registrant on behalf of a client who is a member of the Bulgarian Parliament.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The Foreign Principal is a privately-owned law firm.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
December 16, 2020	Chelsea J. Bacher	 /s/ Chelsea J. Bacher eSigned
		
		
		

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

BGR Government Affairs, LLC

2. Registration Number

5430

3. Name of Foreign Principal

Aviora Consult EAD (On behalf of Delyan Peevski)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 12/9/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Government affairs and public relations services.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will work with the Foreign Principal on behalf of its client Delyan Peevski and will provide government affairs and public relations services to engage and facilitate communications with relevant officials and decision makers in the U.S.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The nature and method of performance of the contract will include strategic guidance and counsel with regard to government affairs and public relations activity within the U.S. This may include relevant outreach to US. government officials, non-government organizations, members of the media and other individuals within the US. Additionally, it may include dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
December 16, 2020	Chelsea J. Bacher	/s/ Chelsea J. Bacher

Ed Rogers
Founding Partner

December 9, 2020

Aleksandar Angelov
Aviora Consult EAD
Sofia 1000
29 Hristo Belchev Street, entr. A, 4th fl

Dear Aleksander,

We are delighted to work with you on behalf of Mr. Delyan Peevski. This letter memorializes our agreement and will serve as a contract between BGR Group and your organization.

Parties: This Agreement is effective upon execution and made between BGR Group ("BGR") and Aviora Consult on behalf of Delyan Peevski (the "Client").

Scope of Work: BGR will provide government affairs and public relations services to engage and facilitate communications with relevant officials and decision-makers in the U.S. in an effort to help Mr. Peevski with issues in the US.

BGR Team: All of the resources of our firm will be available to the Client as we undertake this work, but we typically designate a team of professionals who will concentrate on your matter. This team will be led by Tom Locke, who will oversee government affairs efforts, and Jeff Birnbaum, who will oversee the public relations effort.

Professional Fees and Expenses: In consideration for BGR's services, the Client agrees to pay BGR a monthly professional fee of USD\$30,000.00 for services provided over a six (6) month period from the date of execution, which will be paid in equal quarterly installments. The first quarterly installment is due upon the execution of this Agreement.

The Client agrees to reimburse BGR for ordinary and out-of-pocket expenses, including items such international and domestic airfare, lodging, non-local transportation, meals and other incidental expenses; however, these will be authorized by the Client in advance.

Indemnification: The Client agrees that neither BGR nor any of its employees, directors, agents, representatives or controlling persons shall have any liability to the Client, their employees, directors, shareholders, officers, representatives, family members, or controlling persons or third parties arising out of or related to the terms or provisions of this Agreement. The Client further agrees that they will indemnify, defend and hold harmless BGR, its directors, officers, shareholders agents and employees from and against any and all liabilities, claims, losses, judgments, damages and/or expenses (including reasonable attorneys' fees and expenses as well as settlement costs) that occur during or arising out of the performance of this Agreement. In the event that a court enters judgment against BGR

BGR GOVERNMENT AFFAIRS
BGR PUBLIC RELATIONS
BGR BUSINESS ADVISORS

The Homer Building • Eleventh Floor South • 601 Thirteenth Street, NW • Washington, DC 20005
Phone: (202) 333-4936 • Fax: (202) 833-9392
www.bgrdc.com

related to the terms or provisions of this Agreement, the Client agrees that the total liability of BGR shall, under no circumstances, exceed the fees paid by the Client in the one month preceding such claim.

Legal Compliance: BGR will comply with all federal and state laws, regulations and orders applicable to its operations and the services provided hereunder, including, without limitation Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§78dd-1, *et. seq.*, a U.S. law that prohibits payments to foreign officials for the purpose of obtaining or keeping business, the Foreign Agent Registration Act, the Honest Leadership and Open Government Act, the Lobbying Disclosure Act as amended, and/or other applicable U.S. state lobbying laws. BGR represents and warrants that it will comply with all applicable registration and disclosure requirements.

Renewal & Extension: This Agreement can be renewed and extended upon notice by either Party to the other and upon agreement of both, beyond the set termination date for a month-to-month basis commencing on the first day following the previous contractual termination date. Terms and Scope of Work will remain materially and substantively the same as before, unless otherwise agreed to by the parties in writing.


Termination: Either BGR or the Client may terminate this Agreement for any reason upon ninety (90) days written notice, with no further obligation, other than to pay such fees and expenses that have accrued up to and through the 90-day period.

Confidentiality: BGR recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish kept confidential. BGR agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of the Agreement or afterwards, to the extent permitted by law.

Entire Understanding: This Agreement contains the entire understanding between the Parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both Parties.

Please sign this Agreement and return a copy to me. We look forward to working on your behalf.

BGR Government Affairs, LLC

By: 
Ed Rogers
Chairman

Date: 12-9-2020

Aviora Consult

By: 
Aleksandar Angelov

Chairman and attorney

Date: 10th December 2020